

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.01-102
ANNUAL HEALTH ASSESSMENTS AND BACK SCREENING
PROVIDER FOR LANCASTER MANOR

DATE: June 4,2004

CONTRACT PERIOD: August 1,2004 thru July 31,2007

CONTRACTOR: Nebraska Occupational Health Center
& Lincoln Physical Therapy Associates, P.C.
4451 N 26th Suite 1000
Lincoln NE 68521

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Deb Selix
Telephone No.: 402/476-2600
FAX No.: 402-476-2604
Email address: Lincolnpt@hotmail.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED CONTRACT DOCUMENTS

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

Original Contract to: Contractor
Public File
Lancaster Manor

FILED
C-01-355
JUL 12 2001
LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

ANNUAL HEALTH ASSESSMENTS AND BACK SCREENING SERVICES PROVIDER
FOR LANCASTER MANOR

SPECIFICATION #01-102

CONTRACTOR: Nebraska Occupational Health Center
And Lincoln Physical Therapy Assoc., P.C.

LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 17 day of July, 2001, by and between Nebraska Occupational Health Center, 6940 Van Dorn, Suite 103, Lincoln, NE and Lincoln Physical Therapy Associates, P.C., 4451 N. 94th Street, Suite 1000, Lincoln, NE hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Health Assessments and Back Screening Services and related consulting services, supplies, equipment, and delivery thereof to/for Lancaster Manor, 1001 South Street, Lincoln, NE

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most responsible, responsive Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows: #01-102

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

Request for Proposal #01-102, Annual Requirements for Health Assessment and Back Screening Services for Lancaster Manor

The Work included in this Contract shall for the annual requirements beginning **August 1, 2001 through July 31, 2004.**

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications and any addenda
5. The Standard Specifications
 - a. General Conditions
 - b. General Specifications

RENEWAL OPTION: The contract shall be renewable for an additional one (1) three (3) year period by mutual consent of the parties involved.

1. If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.
2. Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Renewal period would cover the work included in this Contract for the annual requirements beginning **August 1, 2004 through July 31, 2007.**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.